

West Bengal Real Estate Regulatory Authority  
**Calcutta Greens Commercial Complex (1<sup>st</sup> Floor)**  
**1050/2, Survey Park, Kolkata – 700 075.**

Complaint No.WBRERA/COM-000077

Debatosh Ghosh .....Complainant

Vs.

Riverbank Developers Private Limited..... Respondent

Sl. Number and date of order	Order and signature of Officer	Note of action taken on order
2 ----- 01.06.2023	<p>Complainant is present in the online hearing filing hazira through email.</p> <p>Advocate Debomita Sadhu is present in the online hearing on behalf of the Respondent. She is hereby directed to send her hazira for today's hearing through email to the Authority immediately after receiving this order.</p> <p>The Complainant has submitted a Notarized Affidavit dated 20.04.2023, containing his total submission regarding this Complaint Petition, as per the last order of the Authority dated 10.04.2023, which has been received by the Authority on 26.04.2023.</p> <p>Let the Notarized Affidavit dated 20.04.2023 of the Complainant be taken on record.</p> <p>Respondent also submitted Written Response on Notarized Affidavit as per the last order of the Authority dated 10.04.2023, which has been received by the Authority on 24.05.2023.</p> <p>Let the Written Response of the Respondent be taken on record.</p> <p>Heard both the parties in detail.</p>	

The case of the Complainant is that, he was allotted an Apartment bearing no. 5A2 in tower II, in the project '**Hiland Greens Phase-2**' by the Respondent promoter company on 08.012.2014 and he paid total amount of Rs. 23,29,474/- (Rupees twenty three lakhs twenty nine thousand four hundred seventy four only) to the Respondent in this regard. As per Clause 11 of the General Terms and Conditions (GTC) executed between the parties, Respondent was under obligation to give possession of the Apartment booked by the Complainant within 42 months from the date of allotment of the Apartment. The apartment was allotted to the Complainant vide allotment later dated 08.12.2014. Therefore possession was scheduled to be delivered within middle of the year 2018. Till date the Complainant did not receive the possession of the apartment booked by him. Also the Apartment is not yet complete as transpires from the affidavit of the Complainant and Respondent.

There is no concrete assurance from the side of Respondent in his Notarised Affidavit regarding the date of giving possession to the Complainant and Advocate of the Respondent also failed to give any statement regarding this matter.

Complainant in his Notarized Affidavit under the heading '**Relief Sought**', prayed for refund of the principal amount paid by him alongwith interest from the date of booking and order of penalty from the Authority.

After examination of the Notarized Affidavits of both the parties and Notary Attested documents placed on record and after hearing both the parties in the online hearing, the Authority is of the considered view that the Respondent has failed miserably in his obligation to hand over possession of the Apartment to the Complainant within the scheduled time line and therefore he is liable to refund back the principal amount paid by the Complainant along with interest at the rate of SBI PLR +2% starting from the date of respective payments made by

the Complainant till the date of realisation, as per the provisions contained in section 18 of the Real Estate (Regulation and Development) Act, 2016 read with rule 17 and 18 of the West Bengal Real Estate (Regulation and Development) Rules, 2021.

Hence it is hereby,

Ordered,

That the Respondent shall refund the principal amount of Rs. 23,29,474/- (Rupees twenty-three lakhs twenty-nine thousand four hundred seventy four only) along with interest @SBI Prime Lending Rate + 2% starting from the respective dates of payments made by the Complainant till the date of realisation.

The refund shall be made by bank transfer to the bank account of the Complainant, within 45 days from the date of receipt of this order of the Authority by email.

The Complainant shall send his bank account details in which he wants to take the refund amount, to the Respondent by email within, 3 days from the date of receipt of this order of the Authority by email.

Complaint is at liberty to file an Execution Application on any plain paper annexing a copy of this Order, to this Authority, if the Respondent defaults to comply this order either in full or in part within the specified time period as mentioned in this order. In that case Respondent shall be liable to a penalty for every day during which such default continues, which may cumulatively extend up to five percent, of the estimated cost of the real estate project named 'Hiland Greens Phase-2', as determined by this Authority, as per the provision contained in

section 63 of the Real Estate ( Regulation and Development) Act, 2016.

Let copy of this order be sent to both the parties through speed post and also by email immediately.


With the above directions the matter is hereby disposed of.



(SANDIPAN MUKHERJEE)

Chairperson

West Bengal Real Estate Regulatory Authority



(BHOLANATH DAS)

Member

West Bengal Real Estate Regulatory Authority



(TAPAS MUKHOPADHYAY)

Member

West Bengal Real Estate Regulatory Authority